

**CITY COUNCIL SPECIAL MEETING/WORKSHOP
FEBRUARY 27, 2014 – 4:00 PM
COUNCIL CHAMBERS
GEORGETOWN, SC**



Notice of this meeting has been made in accordance with the 1976 Code of Laws of South Carolina
Freedom of Information Act.

1. **CALL TO ORDER**
2. **ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
3. **BILL TAYLOR, MASC - DISCUSS PARTISAN/NONPARTISAN ELECTION METHOD**
4. **UPDATE ON MAIN STREET PROGRESS**
5. **UPDATE ON BEN COOPER PARK**
6. **EAST COAST GREENWAY**
7. **RECEIPT OF GOAT ISLAND CONCEPTUAL PLAN**
8. **PUBLIC SERVICES**
 - A. **Motion to approve Second Reading of an Ordinance to Vacate Right of Way to the Georgetown Hospital System as outlined in the agreement between the City and the Hospital System.**

Attachments:

a	02-18-14 GMH	(PDF)
b	Road Closing and Acceptance Agreement v4 02-20-14	(PDF)
c	Road Closing and Acceptance Agreement v4 02-20-14 CLEAN	(PDF)
d	GMH_DOTROADS2013Revised021914	(PDF)
9. **ADMINISTRATION**
 - A. **Update on Status report of debris removal efforts within the City of Georgetown**
10. **ADJOURNMENT**



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ORDINANCE

DOC ID: 1575

Council Meeting Date:	27 February 2014
Department:	Public Services
Issue Under Consideration:	Motion to adopt an Ordinance to Vacate Right of Way to the Georgetown Hospital System as outlined in the agreement between the City and the Hospital System.
Amount Requested:	0.00
Is Item in Current Budget?	N/A
If no, please explain:	
Financial Impact:	None
Points to Consider:	Georgetown Hospital System is requesting the City to act as an intermediary between SC DOT and the Hospital by obtaining and vacating certain Right of Way, in order to facility expansion projects on their campus.
Options:	Adopt, reject or ask for revisions
Staff Recommendations:	Adopt

Reviews:

Jonathan Heald Completed 02/18/2014 7:37 PM

Since Elise generated the items I have lefted her our of the approval process

Chris Carter Completed 02/18/2014 8:47 PM

Ann U. Mercer Completed 02/19/2014 8:25 AM

Georgetown City Council Completed 02/21/2014 3:14 PM

Attachments:

1. 02-18-14 GMH (PDF)
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4. GMH_DOTROADS2013Revised021914(PDF)

**MOTION TO ADOPT AN ORDINANCE TO VACATE RIGHT OF WAY TO THE
GEORGETOWN HOSPITAL SYSTEM AS OUTLINED IN THE AGREEMENT BETWEEN THE
CITY AND THE HOSPITAL SYSTEM.**

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- EUUUBI, Section 2-41(a)(4) of the Code of Ordinances of the City of Georgetown provides the City Council shall act by ordinance to grant rights in public streets or public property, and close abandoned streets; and
- EUUUBI, Section 57-9-10 of the South Carolina Code of Laws, as amended, provides a method for petitioning a circuit court for a road closing; and
- EUUUBI, Georgetown Memorial Hospital is located in the city of Georgetown and is undergoing an expansion project; and
- EUUUBI, Georgetown Memorial Hospital is the only hospital in the city and its expansion will serve the Georgetown community; and
- EUUUBI, the City Council of the City of Georgetown wishes to facilitate this project so long as its conditions are met and it does have a negative financial impact on the citizens; and
- EUUUBI, Georgetown Memorial Hospital is pursuing road closing under the South Carolina Code as part of this Agreement;

ONE IOUUUNIU PU XI NIBXOU by the Mayor and City Council of the City of Georgetown, South Carolina, that the Mayor of the City of Georgetown is authorized to execute the Road Conveyance and Acceptance Agreement between Georgetown Memorial Hospital and the City of Georgetown, attached hereto.

BIIUI

Ann U. Mercer, City Clerk

Jack M. Scoville, Jr., Mayor

First Reading: _____

Approved as to Form:

Second Reading: _____

Elise F. Crosby, City Attorney

Attachment: 02-18-14 GMH (1575 : Ordinance to Vacate Right of Way for Hospital Expansion)

STATE OF SOUTH CAROLINA)
) ROAD CONVEYANCE AND
 COUNTY OF GEORGETOWN) ACCEPTANCE AGREEMENT

Memorandum of Understanding Regarding Memorial Drive

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This Road Conveyance and Acceptance Agreement is entered into to be effective as of the ____ day of _____, 2014 by and between the **City of Georgetown, South Carolina, a body politic** ("City") and **Georgetown Memorial Hospital, a South Carolina non-profit corporation** ("Hospital").

WHEREAS, the Hospital is in the process of extensive renovations of its Black River campus located on Black River Road in Georgetown, South Carolina, and such renovations necessitate the partial closing of public rights-of-way known as Memorial Drive ~~and Huger Drive~~ (the "ROW") as shown on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the ROW burdening the property is currently held by SCDOT (defined herein), and SCDOT ~~is~~may be willing to abandon said ROW and convey said ROW to the City, but not to Hospital directly; and

WHEREAS, the City is agreeable to conveying said ROW to the Hospital upon certain terms and conditions as are more particularly set forth herein; and

WHEREAS, all parties agree and acknowledge that the economic benefit to the City of Georgetown and the health and wellness benefit to the City of Georgetown and the County of Georgetown as a whole necessitate this road conveyance.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS for and consideration of the mutual promises and covenants contained herein, and other good and

valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do agree as follows:

1. Conveyance by South Carolina Department of Transportation. The parties agree that as of the date of this Agreement, that the ROW is owned and maintained by the South Carolina Department of Transportation ("SCDOT"). As a condition precedent of this Agreement, prior to any of the other agreements set forth herein being enforceable or applicable, the City will utilize its good faith best-efforts to acquire title to the ROW from SCDOT.
2. Easements for Utilities. The Hospital agrees that it will, at its expense, have surveyed and located all current utilities, including those provided by the City and those provided by third parties, and that the Hospital will prepare, at its expense, the requisite easement documents to provide for the City's water, sewer and other utility easements. The parties understand and agree that the City will reserve utility easement(s) for existing, and reservation for future, underground utilities (see no. 4, *infra*.) If any existing City utilities require relocation based on Hospital use and or development of its property and or future use or development of its property, Hospital will bear all expense associated with such relocations and will cause such relocation to be undertaken with City approval and supervision.
3. Mutual Cooperation. Each party agrees to use its good-faith best efforts to complete this transaction.
4. Future Utilities. As a component part of this Agreement, the City will provide information to Hospital about locations for future utilities, and~~—~~, the Hospital will provide rights-of-way for said future utilities or expansion of

existing utilities, upon being provided with the location(s) for same. Hospital acknowledges and agrees it shall bear the costs of platting and surveying any such future utility easements the City requests in the ROW.

5. Road Closing. The Hospital agrees that, within 30 (thirty) days of receiving

notice of the transfer of ROW from SCDOT to the City, Hospital will:

- (a) Formally request the City vacate the ROW and transfer its interests in same to Hospital; and
- (b) initiate proceedings in circuit court to close the road(s) including publication compliant with §57-9-10 SC Code, and Art. I § 2-44, City of Georgetown Code of Ordinances; and
- (c) City agrees that it will place the ROW matter on the Council agenda referenced in the publication notice and not oppose the road closing action commenced by Hospital.

6. Indemnification & Liability.

(a) During the up-to-30 (thirty) day period and continuing through to the transfer of the ROW and formal road closing, Hospital agrees to carry a general liability policy with limits of \$1,000,000 per occurrence, and agrees to indemnify and hold harmless the City, its subsidiaries, affiliates, officers, directors, agents, servants, employees and assigns from and against any and all loss, liability, claims damage or expenses, including attorney fees, arising out of the negligence or intentional acts/omissions of the indemnifying party, its contractors, or agents, or for any other incident on the premises of the ROW/ road proposed to be closed.

(b) Furthermore, the parties acknowledge that while the roads/portions of roads covered in this agreement are bounded by Hospital property and are not adjacent to third party property owners, the remaining public portion of Huger Street expressly not included in this Agreement abuts neighboring property

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owner(s), extends into a residential neighborhood, and is privately gated at the Hospital's property as of the date of execution of this Agreement. In the event any third party makes a claim against the City related to Huger Street, this Agreement, or property rights related to this Agreement, the City shall give notice of such claim to the Hospital. Not limited by the 30-day period if section 6(a), the Hospital shall indemnify the City up to the amount of any deductible for the liability policy insuring the City as to any such third party. ~~claim and hold harmless the City of Georgetown, its subsidiaries, affiliates, officers, directors, agents, servants, employees and assigns from and against any and all loss, liability, claims, damage or expenses, including but not limited to attorneys fees, arising out of or related to this Agreement, including but not limited to acts or omissions of its agents or employees.~~

(c) In the event the City or SCDOT requests in writing for the Hospital to remove the existing gates on Huger Street that prevent the free-flow of public traffic across Huger Street, Hospital will remove said gates within thirty (30) business days of such request.

The indemnifying party's obligation to indemnify and hold harmless the indemnity is conditioned upon the indemnifying party receiving timely notice of any claim as such claim becomes known to the City.

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7. Obligations of City. Upon execution hereof, the City agrees to commence negotiations with SCDOT for the conveyance of the ROW to City. The City agrees to initiate said negotiations within thirty (30) days of the execution hereof and diligently pursue those negotiations. The parties acknowledge the City cannot bind the DOT into making the conveyance by this Agreement. Hospital expressly acknowledges that any affirmative duty the DOT assigns to the City in relation to the conveyance of ~~Huger Street~~ Memorial Lane shall be borne by Hospital. The City further agrees to place the ROW matter on the Council agenda on the date referenced in the published notices.
8. Term. The parties agree the term of this Agreement shall be twelve (12) months from the date hereof with the understanding and agreement that if the negotiations are not completed and said conveyance is not complete from SCDOT to the City and from the City to Hospital that the parties will mutually continue to work to complete said transaction.
9. Notices. Any notices which may be permitted or required hereunder shall be in writing, shall be effected by hand delivery, overnight courier service (such as Federal Express), by facsimile or by U.S. Mail and shall be deemed to have been duly given as of the date and time the same are received if delivered by hand or, if mailed, as of the date and time the same are deposited with the United States Postal Service, postage prepaid to be mailed by registered or certified United States mail, return receipt requested, and addressed to City as follows:

City of Georgetown
P.O. Box 939
Georgetown, SC [29442](#)

29442

Attn: Jack Scoville, Mayor
Facsimile No.: 843-545-4006

with a copy to:

Elise F. Crosby, Esq.
Crosby Law Firm, LLC
405 Dozier Street
Georgetown, SC 29440
Telephone No.: 843-546-3103
Facsimile No.: 843-546-0747

and to Hospital at the following address:

Georgetown Memorial Hospital
Post Office Box 1718
Georgetown, SC 29442
Attn: Bruce Bailey
Telephone No.: 843-527-7000
Facsimile No.:

With a copy to:

Oxner & Stacy, P.A.
90 Wall Street, Unit B
Pawleys Island, SC 29585
Attn: Daniel W. Stacy, Jr., Esq.
Telephone No.: 843-235-6747
Facsimile No.: 843-235-6650

or to such other address as City or Hospital shall from time to time designate to the other parties by notice in writing as herein provided.

10. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between

the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by all parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors and assigns. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of South Carolina. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all genders, the singular shall include the plural and vice versa. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City and Hospital do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement.

11. Recording. Promptly upon demand from City or Hospital, City and Hospital shall execute and deliver an abbreviated version or memorandum of this Agreement, in recordable form for recording in the deed records of Georgetown County, South Carolina. Such abbreviated agreement or memorandum shall disclose the parties, describe the ROW, state the anticipated transfer, and incorporate this Agreement by reference but without the attachment of a copy of this Agreement to such abbreviated agreement or memorandum. In the event of termination of this

Agreement as set forth herein, either party shall have the right to execute and to record a termination of such abbreviated agreement or memorandum, and each party appoints the other as said party's true and lawful attorney-in-fact to execute such termination of abbreviated agreement or memorandum on behalf of such party in the event of termination of this Agreement.

Hospital agrees to be responsible for preparation and recording of all such documents necessary to the vacation and/or transfer of the ROW.

12. City's Cooperation. Hospital and City acknowledge and agree that Hospital desires to develop, construct, operate and maintain the Property as a hospital facility. City covenants and agrees to cooperate with Hospital in Hospital's pursuit of all governmental approvals and permits, any rezoning deemed appropriate by Hospital, acknowledging rezoning requires submission to the Planning Commission and approval by City Council.
13. Confidentiality. The parties acknowledge that all documents are subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA. If Hospital contends a document is exempt from disclosure under the FOIA, it shall mark any such documents plainly, as outlined above, and seek protection from disclosure by filing an appropriate action in Circuit Court and shall bear the full cost of the action and any monetary or attorney's fees awarded to the person or entity making the FOIA request. **If Hospital objects to release and litigation is commenced against the city under the FOIA, City agrees to promptly notify Hospital, who shall move to intervene as a party. Hospital agrees to hold City harmless from and indemnify for all costs (including plaintiff's attorney's fees if awarded by the Court) incurred by**

the City in defending the lawsuit and the funds necessary to satisfy any judgment and all costs on appeal, if any.

[SIGNATURE PAGE TO FOLLOW]

WITNESSES:

CITY OF GEORGETOWN, SOUTH
CAROLINA, a body politic

By: _____

Its: _____

GEORGETOWN MEMORIAL
HOSPITAL, a South Carolina non-profit
corporation

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN) ROAD CONVEYANCE AND
) ACCEPTANCE AGREEMENT

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WHEREAS, the ROW burdening the property is currently held by SCDOT (defined herein), and SCDOT may be willing to abandon said ROW and convey said ROW to the City, but not to Hospital directly; and

WHEREAS, the City is agreeable to conveying said ROW to the Hospital upon certain terms and conditions as are more particularly set forth herein; and

WHEREAS, all parties agree and acknowledge that the economic benefit to the City of Georgetown and the health and wellness benefit to the City of Georgetown and the County of Georgetown as a whole necessitate this road conveyance.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS for and consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do agree as follows:

1. Conveyance by South Carolina Department of Transportation. The parties agree that as of the date of this Agreement, that the ROW is owned and maintained by the South Carolina Department of Transportation (“SCDOT”). As a condition precedent of this Agreement, prior to any of the other agreements set forth herein being enforceable or applicable, the City will utilize its good faith best-efforts to acquire title to the ROW from SCDOT.
2. Easements for Utilities. The Hospital agrees that it will, at its expense, have surveyed and located all current utilities, including those provided by the City and those provided by third parties, and that the Hospital will prepare, at its expense, the requisite easement documents to provide for the City’s water, sewer and other utility easements. The parties understand and agree that the City will reserve utility easement(s) for existing, and reservation for future, underground utilities (see no. 4, *infra*.) If any existing City utilities require relocation based on Hospital use and or development of its property and or future use or development of its property, Hospital will bear all expense associated with such relocations and will cause such relocation to be undertaken with City approval and supervision.
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acknowledges and agrees it shall bear the costs of platting and surveying any such future utility easements the City requests in the ROW.

5. Road Closing. The Hospital agrees that, within 30 (thirty) days of receiving notice of the transfer of ROW from SCDOT to the City, Hospital will:
 - (a) Formally request the City vacate the ROW and transfer its interests in same to Hospital; and
 - (b) initiate proceedings in circuit court to close the road(s) including publication compliant with §57-9-10 SC Code, and Art. I § 2-44, City of Georgetown Code of Ordinances; and
 - (c) City agrees that it will place the ROW matter on the Council agenda referenced in the publication notice and not oppose the road closing action commenced by Hospital.

60 Indemnification & Liability.

(a) During the up-to-30 (thirty) day period and continuing through to the transfer of the ROW and formal road closing, Hospital agrees to carry a general liability policy with limits of \$1,000,000 per occurrence, and agrees to indemnify and hold harmless the City, its subsidiaries, affiliates, officers, directors, agents, servants, employees and assigns from and against any and all loss, liability, claims damage or expenses, including attorney fees, arising out of the negligence or intentional acts/omissions of the indemnifying party, its contractors, or agents, or for any other incident on the premises of the ROW/ road proposed to be closed.

(b) Furthermore, the parties acknowledge that while the roads/portions of roads covered in this agreement are bounded by Hospital property and are not adjacent to third party property owners, the remaining public portion of Huger Street expressly not included in this Agreement abuts neighboring property owner(s), extends into a residential neighborhood, and is privately gated at the Hospital's property as of the date of execution of this Agreement. In the event any third

party makes a claim against the City related to Huger Street, this Agreement, or property rights related to this Agreement, the City shall give notice of such claim to the Hospital. Not limited by the 30-day period if section 6(a), the Hospital shall indemnify the City up to the amount of any deductible for the liability policy insuring the City as to any such third party.

(c) In the event the City or SCDOT requests in writing for the Hospital to remove the existing gates on Huger Street that prevent the free-flow of public traffic across Huger Street, Hospital will remove said gates within thirty (30) business days of such request.

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8. Term. The parties agree the term of this Agreement shall be twelve (12) months from the date hereof with the understanding and agreement that if the negotiations are not completed and said conveyance is not complete from SCDOT to the City and from the City to Hospital that the parties will mutually continue to work to complete said transaction.
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City of Georgetown
P.O. Box 939
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Attn: Jack Scoville, Mayor
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Elise F. Crosby, Esq.
Crosby Law Firm, LLC
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10. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by all parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors and assigns. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of South Carolina. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender,

shall include all genders, the singular shall include the plural and vice versa. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City and Hospital do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement.

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[SIGNATURE PAGE TO FOLLOW]

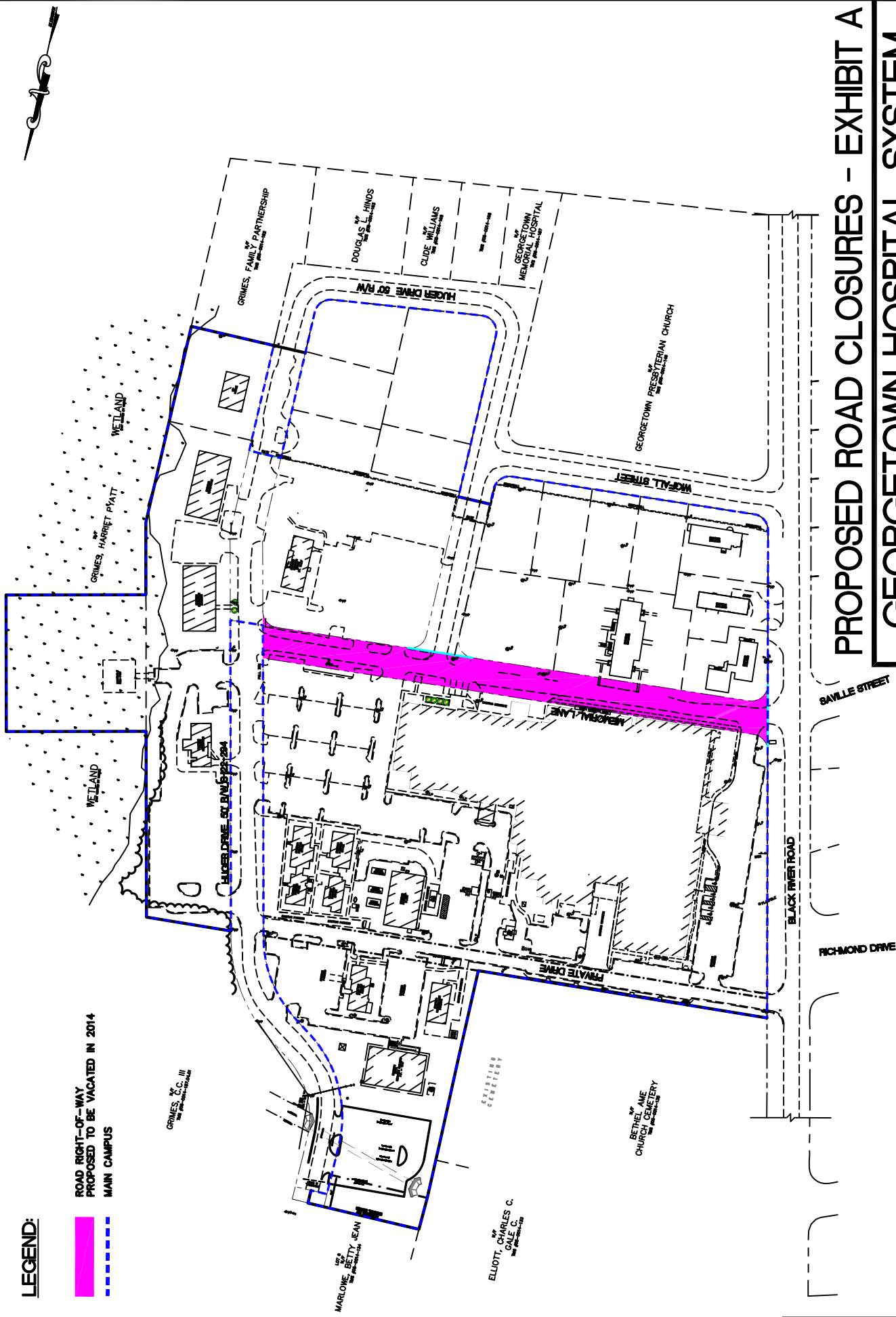
WITNESSES:

CITY OF GEORGETOWN, SOUTH
CAROLINA, a body politic

By: _____
Its: _____

GEORGETOWN MEMORIAL
HOSPITAL, a South Carolina non-profit
corporation

By: _____
Its: _____



PROPOSED ROAD CLOSURES - EXHIBIT A

GEORGETOWN HOSPITAL SYSTEM

GEORGETOWN MEMORIAL HOSPITAL

MAIN CAMPUS MASTER PLAN

REV 02/18/14

GEORGETOWN, SOUTH CAROLINA

Attachment: GMH_DOTROADS2013Revised021914 (1575 : Ordinance to Vacate Right of Way for Hospital Expansion)



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

INFORMATION ITEM

DOC ID: 1578

Council Meeting Date: 27 February 2014
Department: Administration
Issue Under Consideration: Status report update on debris removal efforts within the City of Georgetown